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2126869

## UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Region III

1650 Arch Street

Philadelphia, Pennsylvania 19103-2029

ORIGINAL

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

JUL 02 2008

CNA Financial Corporation  
Stephen W. Lilienthal, CEO  
333 S. Wabash Avenue  
Chicago, IL 60604

**Re: Required Submission of Information  
Peck Iron and Metal Removal Site  
Portsmouth, Virginia**

Dear Mr. Lilienthal:

The U.S. Environmental Protection Agency ("EPA") is seeking information concerning a release, or threat of release, of hazardous substances, pollutants or contaminants into the environment at the Peck Iron and Metal Site (hereinafter the "Site" or the "Facility"), as well as information relating to the Peck Iron and Metal Company, The Peck Company, Inc., the Peck-Portsmouth Recycling Company, Inc., the ELM Leasing Company, Inc., and the JSP Land Company, Inc.'s (collectively "the Peck Companies") ability to pay for or perform a cleanup at the above-referenced Facility.

Pursuant to the authority of Section 104(e) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. Section 9604(e), EPA has the authority to require the CNA Financial Corporation (hereinafter "you") to furnish all information and documents in your possession, custody or control, or in the possession, custody or control of any of your employees or agents, which concern, refer, or relate to hazardous substances as defined by Section 101(14) of CERCLA, 42 U.S.C. Section 9601(14), pollutants and/or contaminants as defined by Section 101(33), 42 U.S.C. Section 9601(33), as well as those insurance documents for determining Peck Iron and Metal Company, the Peck Company, Inc., Peck-Portsmouth Recycling Company, Inc., ELM Leasing Company, Inc., and JSP Land Company, Inc.'s ability to pay for or perform a cleanup at the above-referenced Facility.

Section 104 of CERCLA authorizes EPA to pursue penalties for failure to comply with that section or for failure to respond adequately to required submissions of information. In addition, providing false, fictitious, or fraudulent statements or representations may subject you to criminal penalties under 18 U.S.C. Section 1001. The information you provide may be used by EPA in administrative, civil, or criminal proceedings.

Instructions for responding to this required submission of information are provided below.

### INSTRUCTIONS

1. You are entitled to assert a claim of business confidentiality covering any part or all of the information you submit. If you desire to assert a claim of business confidentiality, please see Enclosure 1, *Business Confidentiality Claims/Disclosure to EPA Contractors & Grantees of Your Response*. You must clearly mark such information by either stamping or using any other form of notice that such information is trade secret, proprietary, or company confidential. To best ensure that your intent is clear, we recommend that you mark as confidential each page containing such claimed information.
2. Please provide a separate, detailed narrative response to each question, and to each subpart of a question, set forth in this Information Request. If you fail to provide a detailed response, EPA may deem your response to be insufficient and thus a failure to comply with this Information Request, which may subject you to penalties.
3. Precede each response with the number of the question or subpart of the question to which it corresponds. For each document or group of documents produced in response to this Information Request, indicate the number of the specific question(s) or subpart of the question to which it responds.
4. Should you find at any time after submission of your response that any portion of the submitted information is false, misrepresents the truth or is incomplete, you must notify EPA of this fact and provide EPA with a corrected written response.
5. Any terms that are used in this Information Request and/or its Enclosures that are defined in CERCLA shall have the meaning set forth in CERCLA. Definitions of several such terms are set forth in Enclosure 2, *Definitions*, for your convenience. Also, several additional terms not defined in CERCLA are defined in Enclosure 2. Those terms shall have the meaning set forth in Enclosure 2 any time such terms are used in this Information Request and/or its Enclosures.

### QUESTIONS

1. Provide copies of all property, casualty and/or liability insurance policies, and any other insurance contracts, issued by you to Peck Iron and Metal Company, The Peck Company, Inc., Peck-Portsmouth Recycling Company, Inc., ELM Leasing Company, Inc., and JSP Land Company, Inc. during the period of 1945 through 1999 (including, but not limited to, Environmental Impairment Liability, Pollution Legal Liability, Cleanup Cost Cap or Stop Loss Policies, Institutional Controls and Post Remediation Care Insurance, Excess Carrier Coverage). Include any and all policies providing insurance for loss or damage to the Site property. The above-named parties may have purchased policies through A. W.

Hargrove, Hilb, Rogal and Hamilton, (The) Insurance Center, Richmond, Marsh & McLennan Co., Inc., Sirco Consulting Services, Inc., and USI Insurance Services Corp.

2. Provide copies of all insurance policies in your possession issued by insurers other than you to any of the Peck Companies identified above that may potentially provide insurance for bodily injury or property damage in connection with the Site and/or its business operations (including, but not limited to, Comprehensive General Liability). Include, without limitation, all primary, excess, and umbrella policies.
3. If there are any such policies from Questions 1 or 2 above of which you are aware but have no copies, identify each such policy to the best of your ability by identifying:
  - a. The name and address of each insurer and of the insured;
  - b. The issuer and type of policy and policy numbers;
  - c. The per occurrence policy limits of each policy; and
  - d. The effective dates for each policy.
4. Identify all insurance brokers or agents who placed insurance for the Peck Companies identified above at any time during the period being investigated as identified in Question 1 and identify the time period during which such broker or agent acted in this regard.
5. Identify all communications and provide all documents that evidence, refer, or relate to claims made by any of the Peck Companies or on behalf of these parties under any insurance policy in connection with the Site. Include any responses from the insurer with respect to any claims.
6. Identify any previous settlements with any insurer in connection with the Site, or for any claims for environmental liabilities during the time period in question. Include any policies surrendered or cancelled by the insurer.
7. Identify any and all insurance, accounts paid or accounting files, as well as any policy schedules or coverage charts that identify the insurance policies issued by any insurer to any of the Peck Companies.
8. Identify your policy with respect to document retention.
9. Provide the name, title, address, and telephone number of the person answering these questions on behalf of the respondent.
10. For each question, provide the name, title, area of responsibility, current address and telephone number of all persons consulted in the preparation of the answers.

11. If you have reason to believe that there may be persons able to provide more detailed or complete responses to any question contained herein or who may be able to provide additional responsive documents, provide the names, titles, areas of responsibility, current addresses, and telephone numbers of such persons and describe the additional information or documents they may have.
12. For each and every question contained herein, if information or documents responsive to this Information Request are not in your possession, custody or control, then provide the names, titles, areas of responsibility, current addresses and telephone numbers of the persons from whom such information or documents may be obtained.
13. If you have any information about other parties who may have information which may assist the Agency in its investigation of the Site or who may be responsible for the generation of, transportation to or release of contamination at the Site, please provide such information. The information you provide in response to this request should include each party's name, address, type of business and the reasons why you believe the party may have contributed to the contamination at the Site or may have information regarding the Site.
14. For each policy, provide all underwriting files, claim files, loss control files, and premium audits, as well as any accounting records including retrospective rating adjustments, for each such policy.
15. Include the name, address, and telephone number of each insurance broker or agent, whom you identified in response to Question 4 above, as well as the name and current whereabouts, if known, of individuals at the agency or brokerage firm with whom you communicated and the nature of the communication. If you believe that no agency or brokerage firm was used to buy casualty and/or liability and environmental insurance, provide an explanation of how the insurance was purchased.
16. Provide any and all correspondence with either B. David Peck or Aaron Peck with respect to coverages, environmental liabilities, or claims, relating to the Peck Site.

You must respond in writing to this required submission of information within **thirty (30) calendar days** of your receipt of this letter. For a corporation, the response must be signed by an appropriately authorized corporate official. For all other entities, the response must be signed by an authorized official of that entity.

If, for any reason, you do not provide all information responsive to this letter, then in your answer to EPA you must: (1) describe specifically what was not provided, and (2) provide to EPA an appropriate reason why the information was not provided.

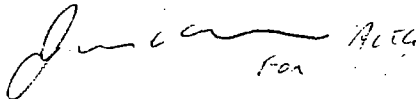
All documents and information should be sent to:

Ms. Joan Martin Banks (3HS62)  
U.S. Environmental Protection Agency, Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029

This required submission of information is not subject to the approval requirements of the Paperwork Reduction Act of 1980, 44 U.S.C. Section 3501, et seq.

If you have any questions concerning this matter, please contact Joan Martin Banks at (215) 814-3156, or have your attorney contact John Monsees, Senior Assistant Regional Counsel, at (215) 814-2632.

Sincerely,

A handwritten signature in dark ink, appearing to read "Laura B. Janson". To the right of the signature, the word "Heller" is written in a smaller, lighter script.

Laura B. Janson, Chief  
Cost Recovery Branch

- Enclosures: 1: Business Confidentiality Claims/Disclosure of Your  
Response to EPA Contractors and Grantees  
2: Definitions  
3: List of Contractors That May Review Your Response

cc: John Monsees, Esq., (3RC42)  
Richard Rupert, OSC, (3HS31)  
Erica Dameron, VA DEQ

## **Enclosure 1**

### **Business Confidentiality Claims**

You are entitled to assert a claim of business confidentiality covering any part or all of the submitted information, in the manner described in 40 C.F.R. Section 2.203(b). Information subject to a claim of business confidentiality will be made available to the public only in accordance with the procedures set forth in 40 C.F.R. Part 2, Subpart B. If a claim of business confidentiality is not asserted when the information is submitted to EPA, EPA may make this information available to the public without further notice to you. You must clearly mark such claimed information by either stamping or using any other such form of notice that such information is a trade secret, proprietary, or company confidential. To best ensure that your intent is clear, we recommend that you mark as confidential each page containing such claimed information.

### **Disclosure of Your Response to EPA Contractors and Grantees**

EPA may contract with one or more independent contracting firms (See Enclosure 3) to review the documentation, including documents which you claim are confidential business information ("CBI"), which you submit in response to this information request, depending on available agency resources. Additionally, EPA may provide access to this information to (an) individual(s) working under (a) cooperative agreement(s) under the Senior Environmental Employment Program (SEE Enrollees). The SEE program was authorized by the Environmental Programs Assistance Act of 1984 (Pub. L. 98-313). The contractor(s) and/or SEE Enrollee(s) will be filing, organizing, analyzing and/or summarizing the information for EPA personnel. The contractors have signed a contract with EPA that contains a confidentiality clause with respect to CBI that they handle for EPA. The SEE Enrollee(s) is working under a cooperative agreement that contains a provision concerning the treatment and safeguarding of CBI. The individual SEE enrollee has also signed a confidentiality agreement regarding treatment of CBI. Pursuant to CERCLA, 42 U.S.C. Section 9604(e) (7) and EPA's regulations at 40 C.F.R. Section 2.310(h), EPA may share such CBI with EPA's authorized representatives which include contractors and cooperators under the Environmental Programs Assistance Act of 1984. (See 58 Fed.Reg. 7187 (1993)). If you have any objection to disclosure by EPA of documents which you claim are CBI to any or all of the entities listed in Enclosure 3, you must notify EPA in writing at the time you submit such documents.

## Enclosure 2

### Definitions

1. The term "arrangement" shall mean every separate contract or other agreement or understanding between two or more persons, whether written or oral.
2. The term "documents" shall mean writings, photographs, sound or magnetic records, drawings, or other similar things by which information has been preserved and also includes information preserved in a form which must be translated or deciphered by machine in order to be intelligible to humans. Examples of documents include, but are not limited to, electronic mail and other forms of computer communication, drafts, correspondence, memoranda, notes, diaries, statistics, letters, telegrams, minutes, contracts, reports, studies, checks, statements, receipts, summaries, pamphlets, books, invoices, checks, bills of lading, weight receipts, toll receipts, offers, contracts, agreements, deeds, leases, manifests, licenses, permits, bids, proposals, policies of insurance, logs, interoffice and intra-office communications, notations of any conversations (including, without limitation, telephone calls, meetings, and other communications such as e-mail), bulletins, printed matter, computer printouts, invoices, worksheets, graphic or oral records or representations of any kind (including, without limitation, charts, graphs, microfiche, microfilm, videotapes, recordings and motion pictures); electronic, mechanical, magnetic or electric records or representations of any kind (including, without limitation, tapes, cassettes, discs, recordings and computer memories), minutes of meetings, memoranda, notes, calendar or daily entries, agendas, notices, announcements, maps, manuals, brochures, reports of scientific study or investigation, schedules, price lists, data, sample analyses, and laboratory reports.
3. The term "hazardous substance" means (a) any substance designated pursuant to section 1321(b)(2)(A) of Title 33 of the U.S. Code, (b) any element, compound, mixture, solution, or substance designated pursuant to section 102 of CERCLA 42 U.S.C. section 9602, any hazardous waste having the characteristics identified under or listed pursuant to section 3001 of the Solid Waste Disposal Act (42 U.S.C. Section 6921) (but not including any waste the regulation of which under the Solid Waste Disposal Act (42 U.S.C. Section 6901 et seq.) has been suspended by Act of Congress), (d) any toxic pollutant listed under section 1317(a) of Title 33, (e) any hazardous air pollutant listed under section 112 of the Clean Air Act (42 U.S.C. Section 7412), and (f) any imminently hazardous chemical substance or mixture with respect to which the Administrator has taken action pursuant to section 2606 of Title 15 of the U.S. Code. The term does not include petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (a) through (f) of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).
4. The term "pollutant or contaminant" shall include, but not be limited to, any element, substance, compound, or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions (including malfunctions

in reproduction) or physical deformations in such organisms or their offspring, except that the term "pollutant or contaminant" shall not include petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or designated as a hazardous substance under CERCLA, and shall not include natural gas, liquefied natural gas, or synthetic gas of pipeline quality (or mixtures of natural gas and such synthetic gas).

5. The term "release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any hazardous substance or pollutant or contaminant), but excludes (a) any release which results in exposure to persons solely within a workplace, with respect to a claim which such persons may assert against the employer of such persons, (b) emissions from the engine exhaust of a motor vehicle, rolling stock, aircraft, vessel, or pipeline pumping station engine, (c) release of source, byproduct, or special nuclear material from a nuclear incident, as those terms are defined in the Atomic Energy Act of 1954 (42 U.S.C. Section 2011 et seq.), if such release is subject to requirements with respect to financial protection established by the Nuclear Regulatory Commission under section 170 of such Act (42 U.S.C. Section 2210), or, for the purposes of section 9604 of CERCLA or any other response action, any release of source byproduct, or special nuclear material from any processing site designated under sections 7912(a)(1) or 7942(a) of the Uranium Mill Tailings Radiation Control Act of 1978, 42 U.S.C. 7912 (a)(1) or 7942 (9), and (d) the normal application of fertilizer.
6. The term "waste" or "wastes" shall mean and include any discarded materials including, but not limited to, trash, garbage, refuse, by-products, solid waste, hazardous waste, hazardous substances, pollutants or contaminants, and discarded or spilled chemicals, whether solid, liquid, or sludge.
7. The term "you" when referring to an incorporated entity shall mean and include the incorporated entity and its agents and representatives, including, but not limited to, persons directly authorized to transact business on the entity's behalf such as officers, directors, or partners with which the entity is affiliated, employees, accountants, engineers, or other persons who conduct business on the entity's behalf, as well as affiliated entities, including, but not limited to, partnerships, limited liability companies, divisions, subsidiaries, holding companies.



### Enclosure 3

#### List of Contractors That May Review Your Response

[rev. 10/2007]

- Chenega Integrated Systems, LLC  
Contract #EP-S3-04-01  
Subcontractors:
    - DPRA
    - Tri-State Enterprise Corporation
  - Tetra Tech EM, Inc.  
Contract #68-S3-0002  
Subcontractor:
    - Eagle Instruments, Inc.
  - Ecology and Environment, Inc.  
Contract #68-S3-0001  
Subcontractor:
    - S & S Engineers, Inc.
  - IT Corporation  
Contract #68-S3-00-06  
Subcontractors:
    - Weavertown Environmental Group
    - Environmental Restoration Company
  - Earth Tech, Inc.  
Contract #68-S3-00-07  
Subcontractors:
    - Industrial Marine Services, Inc.
    - Cline Oil
    - Hertz Equipment Rental
  - EA Engineering, Science and Technology, Inc.  
Contract #EP-S3-07-07  
Subcontractor:
    - URS
  - Tetra Tech NUS, Inc.  
Contract #EP-S3-07-04
  - Hydrogeologic (HGL)  
Contract #EP-S3-07-05  
Subcontractor: CH2MHill
  - CDM-Federal Programs Corporation  
Contract # EP-S3-07-06  
Subcontractors:
    - L. Robert Kimball & Associates Inc.
    - Page Technologies Inc.
    - Avatar Environmental LLC
    - Terradon Corporation
  - Eisenstein Malanchuk, LLP  
Contract #EP-W-06-014  
Subcontractors:
    - James C. Hermann & Associates
    - R. M. Fields International, LLC
    - McRae & Company, Inc.
  - Tech Law, Inc.  
Contract #EP-S3-04-03
  - WRS Infrastructure & Environment, Inc. –  
Contract # 68-S3-03-02
  - Kemron Environmental Services  
Contract # 68-S3-03-05
  - Industrial Marine Services, Inc.  
Contract # 68-S3-03-03
  - Guardian Environmental Services, Inc.  
Contract # 68-S3-03-04
  - Booz-Allen & Hamilton  
Contract # GS-10F-0090J (GSA Schedule)
  - Booz-Allen & Hamilton  
Contract # GS-35F-0306J (GSA Schedule)
  - Artic Slope Regional Corporation  
Contract # EP-W-05-052  
Subcontractor: Booz-Allen & Hamilton
- List of Inter-Agency Agreements**
- General Services Administration  
CERCLIS/FCT/ICIS  
Contractor: Booz-Allen & Hamilton
  - General Services Administration  
Breslube Penn Superfund Site  
Contractor: Booz-Allen & Hamilton
- List of Cooperative Agreements**
- National Association of Hispanic Elderly  
#CQ-822511
  - AARP Foundation (Senior Environmental Employment)  
#824021  
#823952
  - National Older Work Career Center, Inc.  
(NOWCC)- #CQ-830919

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Mr. Stephen W. Lilienthal, CEO  
CNA Financial Corporation  
333 S. Wabash Avenue  
Chicago, IL 60604

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4320 4405 0000 0050 9002

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- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
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**IMPORTANT: Save this receipt and present it when making an inquiry.**